

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

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CHRISTOPHER SIQUEIROS, *et al.*,

Plaintiffs,

vs.

JACK BYBEE ARNOLD, *et al.*,

Defendant.

2:12-cv-01364-JAD-CWH

ORDER

This matter is before the Court on Plaintiffs' Motion for Good Faith Settlement (#53), filed October 22, 2013. The motion is unopposed. *See* Exhibit 2. Pursuant to Nevada Revised Statute 17.245, Plaintiffs request a finding that the settlement with Defendant Jack Bybee Arnold was entered in good faith.

BACKGROUND

The parties and Court are familiar with the factual background and legal issues involved in this lawsuit. The case involves a motor vehicle collision that resulted in serious injuries to Plaintiffs, including the death of a child. The suit is brought against Defendants Jack Bybee Arnold ("Arnold") and his employer Sturgeon Electric Company ("Sturgeon Electric"). The allegations against Defendant Arnold are that he was negligent in the operation of his motor vehicle, thereby causing the collision and resulting injuries and death. Defendant Sturgeon Electric is being sued as his employer under the theory of respondeat superior. Sturgeon Electric previously moved for summary judgment, arguing that Arnold was not acting within the course and scope of his employment at the time of the collision and that the "traveling employee" exception did not apply outside the context of workers' compensation claims. The motion was denied. *See* Minutes of Proceedings (#40).¹

¹ After the summary judgment was denied, Sturgeon Electric filed a petition for writ of mandamus with the Ninth Circuit (#42), which was also denied. *See* Order of USCA (#43).

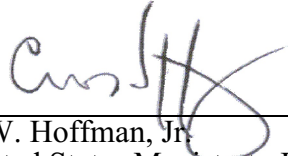
1 913, 927 (D. Nev. 1983) provide a useful, non-exclusive list of factors a court may choose to
 2 consider in the exercise of its “considerable discretion.” *The Doctors Co. v. Vincent*, 98 P.3d
 3 681, 686-87 (Nev. 2004). The *MGM* factors include (1) the amount paid in settlement, (2) the
 4 allocation of proceeds between settling plaintiffs, (3) insurance policy limits of settling
 5 defendants, (4) the financial condition of settling defendants, and (5) the presence of collusion,
 6 fraud, or tortious conduct aimed to harm the interests of non-settling defendants. *In re MGM*,
 7 570 F. Supp. at 927 (citing *Commerical Union Ins. Co. v. Ford Motor Co.*, 640 F.2d 210 (9th
 8 Cir. 1981)). However, Nevada law does not require a court to limit, or even consider, the *MGM*
 9 factors or hold a hearing before making a determination of good faith. *Velsicol*, 811 P.2d at 563
 10 (declining to adopt the “California rule” contrary to the assumption in *MGM*).

11 Having considered the record and pertinent factors, including that the potentially affected
 12 non-settling defendant does not oppose the settlement agreement, the Court finds that the
 13 settlement agreement reached between Plaintiffs and Defendant Arnold was made in good faith
 14 for purposes of NRS 17.245. The amount paid is equal to the amount remaining on Arnold’s
 15 applicable insurance policy. Arnold has no other appreciable assets that might satisfy any
 16 judgment in this matter. There is no evidence of collusion, fraud or tortious conduct aimed at
 17 injuring the non-settling defendants. Accordingly,

18 **IT IS HEREBY ORDERED** that Plaintiffs’ Motion for Good Faith Settlement (#53) is
 19 **granted.**

20 **IT IS FURTHER ORDERED** that the settling parties shall file a written joint status
 21 report by **Friday, December 5, 2014**, outlining the status of the settlement. The requirement that
 22 the parties submit a written joint status report will be automatically vacated upon filing of a
 23 stipulation dismissing Defendant Arnold from the suit.

24 Dated: November 7, 2014.

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 C.W. Hoffman, Jr.
 United States Magistrate Judge